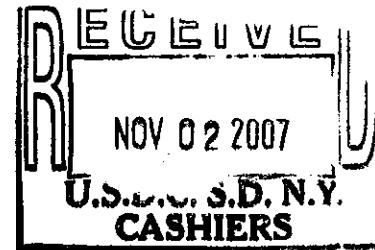


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UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

-----x
 HARTFORD FIRE INSURANCE COMPANY,
 THE HARTFORD FINANCIAL SERVICES
 GROUP, INC. and HARTFORD LIFE, INC.,

Plaintiffs, :

Civil Action No.

-against-

MONIKER ONLINE SERVICES, LLC
 and JOHN DOES 1-10,

COMPLAINT

Defendants. :

-----x
 '07 CIV 9729

JUDGE BAER

Plaintiffs, Hartford Fire Insurance Company, The Hartford Financial Services Group, Inc. and Hartford Life, Inc. (collectively, "The Hartford" or "plaintiffs"), by their undersigned attorneys, for their complaint allege:

SUBSTANCE OF THE ACTION

1. The Hartford, whose business dates back nearly 200 years, is one of the leading insurance and financial services providers in the United States. It brings this action to stop defendants from using The Hartford's famous name and trademarks in connection with a rogue insurance website (www.InstitutionalHartfordLife.com) designed to deceive consumers into believing it is connected to a site authorized by plaintiffs. The conduct of defendants is

threatening irreparable harm to The Hartford, its valuable trademarks, and its hard earned reputation.

2. Plaintiffs assert claims for trademark infringement under Sections 32(1) of the U.S. Trademark (Lanham) Act of 1946, as amended, 15 U.S.C. § 1114(1); unfair competition under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); trademark dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c); violation of the Anticybersquatting Consumer Protection Act, Section 43(d) of the Lanham Act, 15 U.S.C. §1125(d); unfair competition under New York common law; violation of the New York Deceptive and Unfair Trade Practices Act, N.Y. Gen. Bus. Law § 349; and trademark dilution under New York law, N.Y. Gen. Bus. Law § 360-1. Plaintiffs seek temporary, preliminary and permanent injunctive relief, transfer of the *InstitutionalHartfordLife.com* domain name, recovery of up to three times the damages sustained by plaintiffs, defendants' ill-gotten profits, attorney's fees and such further relief as the Court deems just and proper.

JURISDICTION AND VENUE

3. This Court has jurisdiction under Section 39 of the Lanham Act, 15 U.S.C. § 1121; under Sections 1331, 1338, and 1367 of the Judicial Code, 28 U.S.C. §§ 1331, 1338 & 1367; and under principles of pendent jurisdiction.

4. Venue is proper in this district under Section 1391(b) of the Judicial Code, 28 U.S.C. § 1391(b), in that a substantial part of the events or omissions giving rise to the claims, including the infringing conduct complained of herein, occurred in this district, and upon information and belief defendants are transacting business in this district.

THE PARTIES

5. Plaintiff Hartford Fire Insurance Company (“HFIC”) is a corporation organized and existing under the laws of the state of Delaware with a principal place of business at Hartford Plaza, Hartford, Connecticut 06115. HFIC is the owner of the trademark and trade name and mark THE HARTFORD, the mark HARTFORD LIFE and the other HARTFORD Marks (as defined below).

6. Plaintiff The Hartford Financial Services Group, Inc. (“HFSG”) is a corporation organized and existing under the laws of the state of Delaware with a principal place of business at Hartford Plaza, Hartford, Connecticut 06115. HFSG and its subsidiaries use THE HARTFORD and other HARTFORD-inclusive marks (as defined below) under the authority of HFIC.

7. Plaintiff Hartford Life, Inc. (“HLI”) is a corporation organized and existing under the laws of the state of Delaware with a principal place of business at 200 Hopmeadow Street, Simsbury, Connecticut, 06089. HLI and its subsidiaries use HARTFORD LIFE, THE HARTFORD and other HARTFORD-inclusive marks under the authority of HFIC.

8. Upon information and belief, defendant Moniker Online Services, LLC (“Moniker”) is a corporation organized and existing under the laws of the state of Delaware with a principal place of business at 20 SW 27th Ave., Suite 201, Pompano Beach, Florida 33069. Moniker Online is a domain name Registrar authorized by the Internet Corporation for Assigned Names and Numbers (“ICANN”) to assign to its customers Internet domain names ending in the suffix (or “top level domain”) .com, which can be used by its customers for email addresses

and/or to post websites on the Internet's Worldwide Web. Upon information and belief, Moniker issued the registration for the domain name *InstitutionalHartfordLife.com* and has the right and ability to restrict its customers' unlawful use of that domain name and the unlawful use of plaintiffs' marks on the website posted at the *www.InstitutionalHartfordLife.com* website associated with that domain name.

9. Upon information and belief, John Does 1-10 (the "Doe defendants") are customers of defendant Moniker and own the infringing *InstitutionalHartfordLife.com* domain name and/or operate the website posted at *www.InstitutionalHartfordLife.com*. Upon learning of their identities, plaintiffs will file a notice to substitute the identified individuals and/or entities as defendants.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

A. Plaintiffs and their HARTFORD Marks

10. The Hartford, whose business was founded in 1810, operates one of the largest insurance and financial services businesses in the United States. The Hartford is a leading provider of investment products; life insurance and group and employee benefits; automobile and homeowners insurance; business insurance and reinsurance. Plaintiffs and their subsidiaries issue and renew insurance policies to customers in all 50 states, and offer their diverse portfolio of insurance and financial services products to a broad spectrum of customers through independent agents and brokers, financial institutions, affinity groups and via the Internet. The Hartford has received numerous awards and honors including the Dalbar award for outstanding

individual annuities service, and has been listed by *Fortune* magazine as one of America's "most admired companies."

11. Plaintiffs have for many years done their business under the trade name THE HARTFORD, and have provided their insurance and financial services and products under the marks THE HARTFORD, HARTFORD LIFE and other HARTFORD-inclusive marks (collectively, with THE HARTFORD trade name, the "HARTFORD Marks.")

12. The Hartford spends tens of millions of dollars annually in advertising and promoting THE HARTFORD Marks and its products and services provided under the HARTFORD Marks, including via television, radio, print media and on the Internet. Selected pages from The Hartford's Internet websites at <http://www.TheHartford.com> and <http://HartfordLife.com>, which feature the HARTFORD Marks in their addresses and site content, are annexed hereto as Exhibit A.

13. The Hartford is the largest seller of annuities in the United States and administers more than \$20 billion of life insurance and annuity assets. Through its Hartford Life Insurance Company and Hartford Life and Annuity Insurance Company subsidiaries, The Hartford offers a range of insurance programs for corporations and other institutional clients, including programs through which employers offer life insurance to their employees. These programs, known as "The Hartford's Institutional Life Insurance" products, are advertised on plaintiffs' *HartfordLife.com* website at the Internet address <http://Institutional.HartfordLife.com>, which prominently features the HARTFORD Marks and references to The Hartford's "Institutional Life Insurance" products.

14. The Hartford also uses the mark HARTFORD LIFE INSTITUTIONAL FUNDING in connection with mutual fund investment products.

15. Through long and exclusive use and a significant investment of time, money and effort over many years, and as a result of the quality of its products and services, The Hartford has developed enormous goodwill in its HARTFORD Marks, and the HARTFORD Marks have come to be identified exclusively with the products and services of plaintiffs. The HARTFORD Marks are among the best known marks in the insurance and financial services business.

16. The Hartford also owns numerous federal trademark registrations for the HARTFORD Marks, including but not limited to the following:

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>First Use</u>	<u>Goods/Services</u>
1,155,051*	THE HARTFORD	May 19, 1981	1971	Insurance underwriting service in Class 36.
2,487,011*	THE HARTFORD	Sept. 11, 2001	Apr. 15, 1999	Providing information about insurance policies and services via the world wide computer network in Class 36.
2,249,001*	HARTFORD LIFE	June 1, 1999	May 22, 1997	Life insurance and annuity underwriting services; mutual fund brokerage services; financial asset management services; administration of employee benefit plans; financial sponsorship of athletic events and teams, and cultural, media and exhibitions focusing on the abilities of all people including people with disabilities in Class 36, and related services in Classes 35, 41 and 42
2,248990*	HARTFORD LIFE & Stag Design	June 1, 1999	May 22, 1997	Same as Reg. No. 2,249,001
2,408,978*	THE HARTFORD	Nov. 28,	April 19,	Insurance underwriting services for

	GROUP	2000	2000	all types of insurance, insurance administration services, mutual fund investment and management services, financial advisory services in Class 36.
3,276,096	HARTFORD LIFE INSTITUTIONAL FUNDING	Aug. 7, 2007	May 5, 2006	Financial services in the nature of mutual fund investment in Class 36.

Print-outs from the U.S. Patent and Trademark Office website for each of the foregoing registrations are attached hereto as Exhibit B. These registrations are all valid, subsisting and in full force and effect, and, pursuant to Section 33(b) of the Lanham Act, 15 U.S.C. § 1115(b), those bearing an asterisk are incontestable and constitute conclusive evidence of the validity of the registered marks shown therein, of The Hartford's ownership of these marks, and of The Hartford's exclusive right throughout the United States to use these marks in connection with the services identified in the registrations.

B. Unlawful Conduct of Doe Defendants

17. Defendants have no connection to plaintiffs and have never been authorized to use plaintiffs' HARTFORD Marks in any manner. Upon information and belief, defendants are not licensed as insurers or insurance agents in any state, nor are they in any other manner authorized to transact insurance business in any state.

18. Upon information and belief, on or about July 6, 2005, without plaintiffs' knowledge or permission, the Doe defendants secured from Moniker a domain name registration for *InstitutionalHartfordLife.com* (the "Domain Name").

19. Using the Domain Name, the Doe defendants thereafter posted a website at <http://www.InstitutionalHartfordLife.com> (the “Infringing Site”) designed to deceive consumers into believing it is a legitimate website of plaintiffs, as detailed below.

20. The Domain Name (*InstitutionalHartfordLife.com*) and the Internet address for the Infringing Site (<http://www.InstitutionalHartfordLife.com>) feature the dominant portion of plaintiffs’ THE HARTFORD mark, plaintiffs’ entire HARTFORD LIFE mark and (juxtaposed) most of plaintiffs’ HARTFORD LIFE INSTITUTIONAL FUNDING mark (juxtaposed), and are nearly identical to the Internet address that takes users to the legitimate webpage advertising The Hartford’s Institutional Life Insurance products (<http://Institutional.HartfordLife.com>), print-outs of which are attached hereto as Exhibit C.

21. The home page of the Infringing Site bears the prominent heading “instututionalhartfordlife.com.” Under the phrase “Find what you’re looking for,” the Infringing Site features, in bold-type, a list of HARTFORD Marks and other HARTFORD-inclusive designations including “The Hartford,” “The Hartford Group,” “The Hartford Insurance Group” and “Hartford Annuities.” The bold-faced list also features the “Disclosure Statement” and “Structured Notes” that appear – falsely – to be connected to plaintiffs’ business. Each of the foregoing designations also serves as a “hyperlink” users can click on to reach to other webpages.

22. Despite bearing marks of The Hartford, many of the bold-type hyperlinks on the Infringing Site are to third-party sites advertising products and services of *competitors* of The Hartford. Print-outs from the Infringing Site are attached hereto as Exhibit D.

23. In furtherance of the effort to deceive consumers into believing the Infringing Site is legitimately connected to The Hartford, under a section titled “About Us,” the home page of the site states:

“We empower individuals, organizations and businesses, with our unique services. Diversification being our core strategy, we specialize in Structured Notes, The Hartford Insurance, Hartford Casualty Insurance, and an array of other services. Our mission is to provide quality resources.”

24. The home page of the Infringing Site also bears a rotating base of prominent links that include “Adolph Hitler’s Biography,” associating the HARTFORD Marks with potentially inflammatory material completely unapproved and unauthorized by The Hartford. *See Exhibit D.*

25. Upon information and belief, the Doe defendants receive remuneration based on the number of users they lure to the Infringing Site and/or the number who click on the site’s hyperlinks to web sites of others. Thus, the Doe defendants are blatantly trading on the recognition and goodwill of plaintiffs’ HARTFORD Marks to deceitfully attract to their site consumers seeking a genuine website of The Hartford, in order to unjustly enrich the Doe defendants.

26. By the foregoing conduct, the Doe defendants have falsely represented that they and/or the goods and services promoted on the Infringing Site or accessible by hyperlink therefrom (collectively, the “Doe Goods and Services”), are legitimately connected with The Hartford.

27. Upon information and belief, the Doe defendants have also taken steps to hide their identity in order to evade responsibility for their unlawful and infringing conduct.

Ordinarily, when someone registers a domain name, the registrant's name and contact information are made available through "WhoIs" searches enabling members of the public to learn who owns a particular domain name and operates the website associated with that domain name. However, upon information and belief, the Doe defendants contracted with defendant Moniker to shield their identity using the "Moniker Privacy Service" offered by Moniker, to prevent others from determining who owns the Domain Name and the website associated with it. In place of the Doe defendants, "Moniker Privacy Services" is listed as the registrant of record in Whois reports for the Domain Name. A WhoIs report for the Domain Name is annexed hereto as Exhibit E.

28. Upon information and belief, the Doe defendants have engaged in and are continuing to engage in the above conduct willfully and deliberately, with full knowledge of plaintiffs' prior and exclusive rights in the HARTFORD Marks, and with an intent to misappropriate plaintiffs' goodwill in the HARTFORD Marks and deceive consumers into believing that the Doe Goods and Services are legitimately connected with The Hartford.

C. Unlawful Conduct of Defendant Moniker

29. Upon information and belief, defendant Moniker issued the registration for the Domain Name to the Doe defendants, is in possession of contact information for the Doe defendants, and has the right and ability to remove or block access to the Infringing Site associated with the Domain Name. Moniker's standard Registration Agreement requires its customers to provide their names and contact information and prohibits its customers from, *inter alia*, "the uploading, posting or other transmittal any [sic] content that infringes any patent,

trademark, trade secret, copyright or other proprietary rights of any party.” A true and correct copy of these terms is annexed hereto as Exhibit F.

30. The Hartford has repeatedly notified defendant Moniker in writing that the Domain Name was registered without authorization and that the Infringing Site infringes the HARTFORD Marks, and has expressly requested that Moniker disable access to that site. In the most recent communications to Moniker, a July 9, 2007 telephone message to Moniker’s Chief Executive Officer and a July 17, 2007 letter to Moniker, The Hartford, by its counsel, specifically asked Moniker to disclose the identity of the Doe defendants. Moniker has not responded to *any* of The Hartford’s requests.

31. Defendant Moniker’s refusal to disable access to the Infringing Site or provide information identifying the Doe defendants, even after being placed on express notice of the blatant violations of both its own written policy and The Hartford’s exclusive trademark rights, have facilitated the unlawful activity conducted through the Domain Name and the Infringing Site and are a direct and proximate cause of the harm to The Hartford arising therefrom.

32. Upon information and belief, defendant Moniker has engaged in and is continuing to engage in the above conduct willfully and deliberately, and with knowing disregard for The Hartford’s rights and the irreparable harm caused to The Hartford by the wrongful conduct described above.

D. Harm to Plaintiffs

33. The above-described conduct of defendants is likely to cause confusion, to cause mistake or to deceive consumers as to the source, origin or sponsorship of the Infringing Site and

the Doe Goods and Services, and wrests from The Hartford the ability to control the use of its own name and trademarks and the valuable goodwill therein.

34. The above-described conduct of defendants has caused and will continue causing irreparable harm to plaintiffs, their reputation and goodwill, including in this judicial district, unless enjoined by this Court. Plaintiffs have no adequate remedy at law.

**FIRST CLAIM FOR RELIEF --
FEDERAL TRADEMARK INFRINGEMENT
(15 U.S.C. § 1114(1))**

35. Paragraphs 1-34 above are realleged and incorporated herein by reference.

36. The Doe defendants' unauthorized use of plaintiffs' federally-registered HARTFORD Marks and colorable imitations thereof in connection with the Infringing Site and the Doe Goods and Services is likely to cause consumers and members of the trade to be confused, deceived or mistaken regarding the source, quality, supervision, sponsorship or approval of the Infringing Site and the Doe Goods and Services; to falsely believe that the Infringing Site and the Doe Goods and Services are offered, authorized, sponsored or guaranteed by or otherwise connected with plaintiffs; to falsely believe that the quality of the Infringing Site and Doe Goods and Services is guaranteed, assured and/or supervised by plaintiffs; and/or to falsely believe that the Doe defendants are legitimately connected to plaintiffs.

37. By refusing to disable the Infringing Website, refusing to transfer the infringing Domain Name and shielding the identity of the Doe defendants, defendant Moniker has facilitated and contributed to the above infringing conduct, and is jointly and severally liable therefor.

38. Defendants' infringement of plaintiffs' HARTFORD Marks is willful, undertaken with knowledge of plaintiffs' prior rights and intended to reap the benefit of the goodwill of plaintiffs, and violates Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

39. The aforesaid conduct is causing plaintiffs irreparable harm for which there is no adequate remedy at law and, unless restrained, will continue to cause irreparable harm.

SECOND CLAIM FOR RELIEF --
FEDERAL UNFAIR COMPETITION
(15 U.S.C. § 1125(a))

40. Paragraphs 1-39 above are realleged and incorporated herein by reference.

41. The Doe defendants' unauthorized use of plaintiffs' HARTFORD Marks and colorable imitations thereof in connection with the Infringing Site and the Doe Goods and Services constitutes a false designation of origin, a false description of the Infringing Site and the Doe Goods and Services, and a false and misleading representation that the Doe defendants, the Infringing Site and the Doe Goods and Services are authorized, sponsored or guaranteed by or otherwise connected with plaintiffs or that the Infringing Site and the Doe Goods and Services meet the same level of quality as plaintiffs' products and services or that the Infringing Site or the Doe Goods and Services are supervised, controlled by or otherwise connected with plaintiffs.

42. The Doe defendants' unauthorized use of the HARTFORD Marks and colorable imitations thereof is likely to cause mistake, or to deceive as to the affiliation or association of defendants with plaintiffs, or as to the origin, sponsorship or approval of Infringing Site and/or the Doe Goods and Services, and places beyond plaintiffs' control their own reputation.

43. By refusing to disable the Infringing Site, refusing to transfer the infringing Domain Name and shielding the identity of the Doe defendants, defendant Moniker has facilitated and contributed to the above unlawful conduct, and is jointly and severally liable therefor.

44. Defendants' above-described acts are willful, undertaken with knowledge of plaintiffs' prior rights and intended to reap the benefit of plaintiffs' goodwill, and violate Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

45. The aforesaid conduct is causing plaintiffs irreparable harm for which there is no adequate remedy at law and, unless restrained, will continue to cause irreparable harm.

**THIRD CLAIM FOR RELIEF --
FEDERAL TRADEMARK DILUTION
(15 U.S.C. § 1125(c))**

46. Paragraphs 1-46 above are realleged and incorporated herein by reference.

47. As a result of extensive use and promotion of the HARTFORD Marks and the products and services offered thereunder by plaintiffs for many years, the HARTFORD Marks are famous throughout the United States, are highly distinctive of plaintiffs' products and services and are uniquely and exclusively associated with plaintiffs. The HARTFORD Marks became famous long before defendants commenced their unauthorized use and/or facilitation of use of the HARTFORD Marks and colorable imitations thereof as described herein.

48. The Doe defendants' commercial use of the HARTFORD Marks and colorable imitations thereof in connection with the Infringing Site and the Doe Goods and Services,

including the use of these marks in connection with listings for products such as "Adolph Hitler's Biography" on the Infringing Site, is diluting plaintiffs' famous HARTFORD Marks by lessening the capacity of the marks to exclusively identify and distinguish plaintiffs and their goods and by tarnishing the HARTFORD Marks and damaging the good reputation of plaintiffs and their HARTFORD Marks.

49. By refusing to disable the Infringing Site, refusing to transfer the infringing Domain Name and shielding the identity of the Doe defendants, defendant Moniker has facilitated and contributed to the above unlawful conduct, and is jointly and severally liable therefor.

50. Upon information and belief, the foregoing acts were done willfully and deliberately, commencing long after plaintiffs' HARTFORD Marks became famous, and with an intent to reap the benefit of plaintiffs' goodwill and dilute the distinctiveness of and tarnish plaintiffs' marks in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

51. Upon information and belief, at all relevant times during which the Infringing Site was posted and the Doe Goods and Services were promoted thereon using the HARTFORD Marks and colorable imitations thereof, Section 43(c) of the Lanham Act was in effect and the defendants had actual or constructive knowledge thereof.

52. The aforesaid conduct is causing plaintiffs irreparable harm for which there is no adequate remedy at law and, unless restrained, will continue to cause irreparable harm.

FOURTH CLAIM FOR RELIEF --
VIOLATION OF ANTICYBERSQUATTING
CONSUMER PROTECTION ACT
(15 U.S.C. § 1125(d))

53. Paragraphs 1-52 above are realleged and incorporated herein by reference.

54. The Domain Name is confusingly similar to and dilutive of plaintiffs' federally registered THE HARTFORD and HARTFORD LIFE marks, and other HARTFORD Marks.

55. Both the Doe defendants and defendant Moniker had full knowledge of plaintiffs' prior rights in these marks before Moniker issued and the Doe defendants secured the registration for the Domain Name. The Domain Name is not the legal name of any of the defendants and is not being used in connection with the bona fide offering of goods and services by any of the defendants. Upon information and belief, the Domain Name is being used by the Doe Defendants with the bad faith intent to reap the benefit of the goodwill in plaintiffs' HARTFORD Marks, divert consumers to the Infringing Site for defendants' own commercial gain and to otherwise profit from unauthorized use of plaintiffs' marks.

56. By registering the Domain Name for the Doe defendants, refusing to disable the Infringing Site, refusing to transfer the infringing Domain Name to plaintiffs and shielding the identity of the Doe defendants, defendant Moniker has facilitated and contributed to the unlawful conduct described above, and is jointly and severally liable therefor.

57. The aforesaid acts and conduct of defendants take advantage of the fame and goodwill of plaintiffs' HARTFORD Marks, in violation of the Anticybersquatting Consumer Protection Act, Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d).

58. The defendants' aforesaid conduct has caused and will continue to cause irreparable harm to plaintiffs unless the Court orders the forfeiture or cancellation of the Domain Name or transfer of the Domain Name to plaintiffs.

FIFTH CLAIM FOR RELIEF --
UNFAIR COMPETITION UNDER NEW YORK COMMON LAW

59. Paragraphs 1-58 above are realleged and incorporated herein by reference.

60. Defendants' conduct complained of herein is likely to confuse the public as to the origin, source or sponsorship of defendants' goods and services, or to cause mistake or to deceive the public into believing that defendants' goods and services are authorized, sponsored, endorsed, or licensed by, or affiliated with, Plaintiffs, in violation of plaintiffs' rights in the HARTFORD Marks under state common law.

61. Upon information and belief, defendants chose to use the HARTFORD Marks and colorable imitations thereof with constructive and actual knowledge of plaintiffs' prior use of and rights in the HARTFORD Marks in connection with insurance and financial products and services. By using the valuable and distinctive HARTFORD Marks and colorable imitations thereof in connection with similar goods and services, defendants have unjustly enriched themselves and damaged plaintiffs.

62. The aforesaid conduct is causing plaintiffs irreparable harm for which there is no adequate remedy at law and, unless restrained, will continue to cause irreparable harm.

SIXTH CLAIM FOR RELIEF --
VIOLATION OF THE NEW YORK DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT
(N.Y. General Business Law § 349)

63. Paragraphs 1-62 above are realleged and incorporated herein by reference.
64. Defendants' use and/or facilitation of use of the HARTFORD Marks and colorable imitations thereof has the capacity to deceive and is deceiving the public as to the source or sponsorship of defendants' goods and services. As a result, the public will be damaged.
65. Defendants' conduct is willful and in knowing disregard of plaintiffs' rights.
66. Defendants have been and are engaged in deceptive acts or practices in the conduct of a business, trade or commerce in violation of Section 349 of the New York General Business Law.
67. The aforesaid conduct is causing plaintiffs irreparable harm for which there is no adequate remedy at law and, unless restrained, will continue to cause irreparable harm.

SEVENTH CLAIM FOR RELIEF --
TRADEMARK DILUTION UNDER NEW YORK LAW
(N.Y. General Business Law § 360-l)

68. Paragraphs 1-67 above are realleged and incorporated herein by reference.

69. As a result of extensive use and promotion of the HARTFORD Marks by plaintiffs for many years, the HARTFORD Marks are famous and extraordinarily well known throughout this State, are highly distinctive of plaintiffs' products and services and are uniquely and exclusively associated with plaintiffs. The HARTFORD Marks became famous long before defendants commenced their unauthorized use and/or facilitation of use of the HARTFORD Marks and colorable imitations thereof.

70. Defendants' unauthorized use of and/or facilitation of use of the HARTFORD Marks and colorable imitations thereof is diluting and is likely to continue diluting such marks by blurring the distinctiveness thereof and by tarnishment, and is likely to injure plaintiffs' business reputation in that it has removed plaintiffs' reputation from their own control and that deficiencies in or complaints about defendants' goods and services will redound to the harm of plaintiffs, all in violation of Section 360-I of the General Business Law of the State of New York.

71. The aforesaid conduct is causing plaintiffs irreparable harm for which there is no adequate remedy at law and, unless restrained, will continue to cause irreparable harm.

WHEREFORE, plaintiffs demand judgment as follows:

A. Ordering defendant Moniker to disclose the identity of any and all registrants and users of the Domain Name, including by providing all contact information for such persons or entities that are known to Moniker;

B. Temporarily, preliminarily and permanently enjoining defendants, their employees, agents, licensees, attorneys, successors, parents, affiliates, divisions, subsidiaries and

assigns, and all those in active concert and participation with any of them, including any entities controlled in whole or in part by any defendant or any entity created by any defendant, from infringing plaintiffs' HARTFORD Marks; from falsely designating the origin, sponsorship or affiliation of their business or goods or services; from unfairly competing with plaintiffs; from misusing or appropriating plaintiffs' marks for any Internet address; and from commercially exploiting plaintiffs' identity; and specifically from:

- (i) utilizing the HARTFORD Marks or any other name or mark confusingly similar thereto, including, but not limited to THE HARTFORD, HARTFORD LIFE or "institutionalhartfordlife.com" and/or other HARTFORD-inclusive marks names or terms (collectively, "Prohibited Marks") or any other indicia or symbols or marks associated with plaintiffs, or any copies, simulations, variations or colorable imitations thereof, in connection with any products or services or in advertising or promotion thereof;
- (ii) selling, offering for sale or displaying goods, or offering services, under or bearing or incorporating any Prohibited Marks or any other indicia associated with plaintiffs, or any copies, simulations, variations or colorable imitations thereof;
- (iii) imitating, copying, using, reproducing, displaying, maintaining on any database or computer, or authorizing or permitting any third party to imitate, copy, use, reproduce, display, or maintain by computer or otherwise, any Prohibited Marks or any other indicia associated with plaintiffs, or any copies, simulations, variations or colorable imitations thereof;
- (iv) using, registering, or seeking to register any trademark, service mark, trade name, logo, business name, domain name or other computer address or any other identifier incorporating any Prohibited Marks or any other indicia associated with plaintiffs, or any copies,

simulations, variations or colorable imitations thereof, or acting in any fashion which may be calculated to falsely represent that any of defendants' businesses or the products or services provided, promoted or offered by defendants are sponsored by, authorized by, licensed by, or in any other way associated with plaintiffs;

(v) owning, acquiring, registering, or seeking to register any domain name, sub-domain name, Internet address, e-mail address or other electronic identifier that uses or incorporates the term HARTFORD or any other Prohibited Marks in whole or in part;

(vi) using or making any reference to THE HARTFORD, HARTFORD LIFE or any other Prohibited Marks on any website owned or controlled by any of the defendants, including on such site or in any keywords, metatags or other code embedded in the site;

(vii) listing any reference to itself under THE HARTFORD, HARTFORD LIFE or any other Prohibited Marks with any ad server, list server, search engine or similar service; or

(viii) aiding, assisting or abetting any other party in doing any act prohibited by sub-paragraphs (i) through (vii) above;

C. Directing that defendants deliver up to plaintiffs all products, packaging, labels, stickers, signs, stationery, brochures, computer disks and other storage devices, and other materials incorporating or bearing any Prohibited Marks;

D. Directing that defendants discontinue use of, refrain from re-registering and transfer to plaintiffs the *InstitutionalHartfordlife.com* domain name and any other domain names owned or controlled by defendants which use or incorporate the term HARTFORD or any other Prohibited Marks, in whole or part, within ten (10) days after entry of judgment pursuant to 15 U.S.C. § 1125(d)(1)(C), and directing that if defendants fail to take such steps within the ten (10)

day period, then the appropriate domain name registrar and web server shall, promptly following receipt of copy of such judgment, take all steps necessary to comply with said judgment, including transfer to plaintiffs of the *InstitutionalHartfordlife.com* domain name and any other domain names owned or controlled by defendants which use or incorporate the term HARTFORD or any other Prohibited Marks, and removal of any material from the website(s) associated with such domain names;

E. Directing that defendant file with the Court and serve upon plaintiffs' counsel within thirty (30) days after entry of judgment a report in writing under oath setting forth in detail the manner and form in which defendant has complied with the requirements of the foregoing injunction and order;

F. Directing such other relief as the Court may deem appropriate to prevent the public from deriving the erroneous impression that defendants or defendants' businesses are associated or connected with plaintiffs or that any products or services provided, promoted or sold by defendants are authorized by plaintiffs or are related in any way to plaintiffs or their products and services;

G. Awarding plaintiffs monetary relief, including three times plaintiffs' actual damages and defendants' profits as permitted under 15 U.S.C. § 1117(a) and 15 U.S.C. § 1125(c)(2), and statutory damages as provided under 15 U.S.C. § 1125(d), arising out of defendants' acts of trademark infringement, unfair competition, dilution and cybersquatting;

H. Awarding plaintiffs their costs in this civil action, including reasonable attorneys' fees and expenses; and

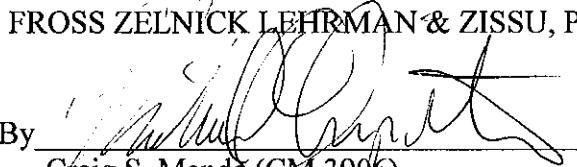
I. Granting to plaintiffs such other and further relief as the Court may deem just and proper.

Dated: November 2, 2007

Respectfully submitted,

FROSS ZÉLNICK LEHRMAN & ZISSU, P.C.

By


Craig S. Mende (CM 3906)

Michael Chiappetta (MC 7644)

866 United Nations Plaza
New York, New York 10017
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Fax: (212) 813-5901

Attorneys for Plaintiffs

EXHIBIT A

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- The Hartford Offers Payment Relief: Policyholders in Affected Areas of Southern California Receive Grace Period
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- Wisconsin College Students to Tackle Real World Financial Issues with The Hartford's Playbook for Life
OCT 26, 2007
- The Hartford Reports Net Income Up 12 Percent and Life Assets Under Management up \$65 Billion over Prior Year
OCT 25, 2007
- The Hartford is There to Help: Customers Affected by Southern California Wildfires Are Urged to Keep Policy Information Handy
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- The Hartford Wins International Customer Management Institute's Global Call Center of the Year Award
OCT 24, 2007

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Protecting and growing YOUR DREAMS

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The Hartford in the News

The Hartford Offers Payment Relief: Policyholders In Affected Areas of Southern California Receive Grace Period
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Wisconsin College Students to Tackle Real World Financial Issues with The Hartford's Playbook for Life
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The Hartford Reports Net Income Up 12 Percent and Life Assets Under Management up \$65 Billion over Prior Year
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The Hartford Wins International Customer Management Institute's Global Call Center of the Year Award
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Tom Mara - President and Chief Operating Officer, Life Operations
- U.S. Wealth Management Update & Outlook**
John Walters - President, U.S. Wealth Management Group, Life Operations
- Defined Benefit Solutions**
Steve Joyce - Senior Vice President and Director, Institutional Solutions Group, Life Operations
- Investments**
Bill Meaney - Managing Director, Insurance Portfolio Management Group
- The Hartford's Financial Overview**
John Glamalis - Senior Vice President and Treasurer, The Hartford Financial Services Group, Inc.
- Hartford Life Financial Overview**
Glenn Lammey - Executive Vice President and Chief Financial Officer, Life Operations

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Hartford Life Insurance Company 200 Hopmeadow Street * Simsbury, CT 06089

3:46:34 PM 10/31/2007

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Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2007-10-31 15:44:14 ET

Serial Number: 73208969 [Assignment Information](#)

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Registration Number: 1155051

Mark (words only): THE HARTFORD

Standard Character claim: No

Current Status: This registration has been renewed.

Date of Status: 2001-08-18

Filing Date: 1979-03-26

Transformed into a National Application: No

Registration Date: 1981-05-19

Register: Principal

Law Office Assigned: (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -File Repository (Franconia)

Date In Location: 2002-12-12

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Hartford Fire Insurance Company

Address:

Hartford Fire Insurance Company

Hartford Plz.

Hartford, CT 06115

United States

Legal Entity Type: Corporation

State or Country of Incorporation: Connecticut

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

Insurance Underwriting Service

Basis: 1(a)

First Use Date: 1971-00-00

First Use in Commerce Date: 1971-00-00

ADDITIONAL INFORMATION

Prior Registration Number(s):

1062231

5175410

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2003-06-04 - TEAS Change Of Correspondence Received

2001-08-18 - First renewal 10 year

2001-08-18 - Section 8 (10-year) accepted/ Section 9 granted

2001-05-22 - Combined Section 8 (10-year)/Section 9 filed

1986-10-01 - Section 8 (6-year) accepted & Section 15 acknowledged

1986-06-23 - Section 8 (6-year) and Section 15 Filed

1981-05-19 - Registered - Principal Register

1981-02-24 - Published for opposition

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

John R. Garber

Correspondent

Hartford Fire Insurance Company

Corporate Law Department

Trademark Unit

Hartford Plaza

Hartford CT 06115

Phone Number: 860 547-3612

Fax Number: 860 723-4515

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This page was generated by the TARR system on 2007-10-31 15:44:24 ET

Serial Number: 75906512 [Assignment Information](#)

[Trademark Document Retrieval](#)

Registration Number: 2487011

Mark (words only): THE HARTFORD

Standard Character claim: No

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 2007-03-17

Filing Date: 2000-01-31

Transformed into a National Application: No

Registration Date: 2001-09-11

Register: Principal

Law Office Assigned: LAW OFFICE 107

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 830 -Post Registration

Date In Location: 2007-03-17

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Hartford Fire Insurance Company

Address:

Hartford Fire Insurance Company
Corp. Law - Tech IP - Trademark Unit Hartford Plaza
Hartford, CT 06115
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Connecticut

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

PROVIDING INFORMATION ABOUT INSURANCE POLICIES AND SERVICES VIA THE WORLD WIDE COMPUTER NETWORK

Basis: 1(a)

First Use Date: 1999-04-15

First Use in Commerce Date: 1999-04-15

ADDITIONAL INFORMATION

Section 2(f)

Prior Registration Number(s):

2105608

2205651

2207159

2292113

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2007-03-17 - Section 8 (6-year) accepted & Section 15 acknowledged

2007-02-01 - Case File In TICRS

2007-01-17 - Section 8 (6-year) and Section 15 Filed

2007-01-17 - TEAS Section 8 & 15 Received

2003-06-04 - TEAS Change Of Correspondence Received

2001-09-11 - Registered - Principal Register

2001-06-19 - Published for opposition

2001-06-06 - Notice of publication

2001-03-06 - Approved for Pub - Principal Register (Initial exam)

2001-01-04 - Communication received from applicant

2000-07-11 - Non-final action mailed

2000-06-30 - Assigned To Examiner

2000-06-27 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record
JOHN R. GARBER

Correspondent
Kenna I. Daly
HARTFORD FIRE INSURANCE COMPANY
HARTFORD PLZ
CORPORATE LAW DEPT
HARTFORD, CT 06115
Phone Number: 860 547-3612
Fax Number: 860 723-4515

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Serial Number: 75383823 [Assignment Information](#)

[Trademark Document Retrieval](#)

Registration Number: 2249001

Mark (words only): HARTFORD LIFE

Standard Character claim: No

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 2005-12-28

Filing Date: 1997-11-03

Transformed into a National Application: No

Registration Date: 1999-06-01

Register: Principal

Law Office Assigned: LAW OFFICE 112

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 40S -Scanning On Demand

Date In Location: 2007-07-12

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Hartford Fire Insurance Company

Address:

Hartford Fire Insurance Company

Hartford Plaza

Hartford, CT 06115

United States

Legal Entity Type: Corporation

State or Country of Incorporation: Connecticut

GOODS AND/OR SERVICES

International Class: 035

Class Status: Active

PROMOTING THE ATHLETIC EVENTS AND CULTURAL AND MEDIA EXHIBITIONS OF OTHERS AND COOPERATIVE AND MARKETING SERVICES, ALL FOCUSING ON THE ABILITIES OF ALL PEOPLE INCLUDING PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

International Class: 036

Class Status: Active

LIFE INSURANCE AND ANNUITY UNDERWRITING SERVICES; MUTUAL FUND BROKERAGE SERVICES; FINANCIAL ASSET MANAGEMENT SERVICES; ADMINISTRATION OF EMPLOYEE BENEFIT PLANS; FINANCIAL SPONSORSHIP OF ATHLETIC EVENTS AND TEAMS, AND CULTURAL, MEDIA AND EXHIBITIONS FOCUSING ON THE ABILITIES OF ALL PEOPLE INCLUDING PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

International Class: 041

Class Status: Active

ARRANGING AND CONDUCTING ATHLETIC EVENTS AND CULTURAL EXHIBITS; EDUCATIONAL SERVICES, NAMELY, CONDUCTING SEMINARS IN THE FIELD OF THE ABILITIES OF ALL PEOPLE INCLUDING PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

International Class: 042

Class Status: Active

PHYSICAL REHABILITATION SERVICES; AND ASSOCIATION SERVICES, NAMELY, PROMOTING THE INTERESTS OF PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

ADDITIONAL INFORMATION

Disclaimer: "LIFE"

Section 2(f)

Prior Registration Number(s):

1155051

1203525

1267397

1723716

1779195

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2007-07-12 - Case File In TICRS

2005-12-28 - Section 8 (6-year) accepted & Section 15 acknowledged

2005-12-28 - Assigned To Paralegal

2004-11-23 - Section 8 (6-year) and Section 15 Filed

2004-11-23 - TEAS Section 8 & 15 Received

2003-06-04 - TEAS Change Of Correspondence Received

1999-06-01 - Registered - Principal Register

1999-03-09 - Published for opposition

1999-02-05 - Notice of publication

1998-12-07 - Approved for Pub - Principal Register (Initial exam)

1998-08-24 - Communication received from applicant

1998-04-24 - Non-final action mailed

1998-04-02 - Assigned To Examiner

1998-03-31 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

RICHARD M. BORDEN

HARTFORD FIRE INSURANCE COMPANY

TRADEMARK UNIT

HARTFORD PLAZA

HARTFORD CT 06115

Phone Number: 860 547-3612

Fax Number: 860 723-4515

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Serial Number: 75381578 [Assignment Information](#)

[Trademark Document Retrieval](#)

Registration Number: 2248990

Mark



(words only): HARTFORD LIFE

Standard Character claim: No

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 2005-12-28

Filing Date: 1997-10-29

Transformed into a National Application: No

Registration Date: 1999-06-01

Register: Principal

Law Office Assigned: LAW OFFICE 112

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 40S -Scanning On Demand

Date In Location: 2007-07-16

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Hartford Fire Insurance Company

Address:

Hartford Fire Insurance Company
Hartford Plaza

Hartford, CT 06115

United States

Legal Entity Type: Corporation

State or Country of Incorporation: Connecticut

GOODS AND/OR SERVICES

International Class: 035

Class Status: Active

PROMOTING THE ATHLETIC EVENTS AND CULTURAL AND MEDIA EXHIBITIONS OF OTHERS AND COOPERATIVE AND MARKETING SERVICES, ALL FOCUSING ON THE ABILITIES OF ALL PEOPLE INCLUDING PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

International Class: 036

Class Status: Active

LIFE INSURANCE AND ANNUITY UNDERWRITING SERVICES; MUTUAL FUND BROKERAGE SERVICES; FINANCIAL ASSET MANAGEMENT SERVICES; ADMINISTRATION OF EMPLOYEE BENEFIT PLANS; FINANCIAL SPONSORSHIP OF ATHLETIC EVENTS AND TEAMS, AND CULTURAL, MEDIA AND EXHIBITIONS FOCUSING ON THE ABILITIES OF ALL PEOPLE INCLUDING PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

International Class: 041

Class Status: Active

ARRANGING AND CONDUCTING ATHLETIC EVENTS AND CULTURAL EXHIBITS; EDUCATIONAL SERVICES, NAMELY, CONDUCTING SEMINARS IN THE FIELD OF THE ABILITIES OF ALL PEOPLE INCLUDING PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

International Class: 042

Class Status: Active

PHYSICAL REHABILITATION SERVICES; AND ASSOCIATION SERVICES, NAMELY, PROMOTING THE INTERESTS OF PEOPLE WITH DISABILITIES

Basis: 1(a)

First Use Date: 1997-05-22

First Use in Commerce Date: 1997-05-22

ADDITIONAL INFORMATION

Disclaimer: "LIFE"

Section 2(f)

Design Search Code(s):

03.07.07 - Caribou; Deer, elk, reindeer, fawns, antelopes, moose, gazelles; Fawns; Gazelle; Impala

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2007-07-16 - Case File In TICRS

2005-12-28 - Section 8 (6-year) accepted & Section 15 acknowledged

2004-11-23 - Section 8 (6-year) and Section 15 Filed

2004-11-23 - TEAS Section 8 & 15 Received

2003-06-04 - TEAS Change Of Correspondence Received

1999-06-01 - Registered - Principal Register

1999-03-09 - Published for opposition

1999-02-05 - Notice of publication

1998-08-24 - Communication received from applicant

1998-11-05 - Approved for Pub - Principal Register (Initial exam)

1998-08-24 - Communication received from applicant

1998-04-24 - Non-final action mailed

1998-03-30 - Assigned To Examiner

1998-03-26 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

RICHARD M. BORDEN

HARTFORD FIRE INSURANCE COMPANY

TRADEMARK UNIT

HARTFORD PLAZA

HARTFORD CT 06115

Phone Number: 860 547-3612

Fax Number: 860 723-4515

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Serial Number: 75203282 [Assignment Information](#)

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Registration Number: 2408978

Mark (words only): THE HARTFORD GROUP

Standard Character claim: No

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 2006-08-19

Filing Date: 1996-11-25

Transformed into a National Application: No

Registration Date: 2000-11-28

Register: Principal

Law Office Assigned: LAW OFFICE 107

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 830 -Post Registration

Date In Location: 2006-08-19

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Hartford Fire Insurance Company

Address:

Hartford Fire Insurance Company
Hartford Plaza Corp. Law Dept.-Trademark Unit
Hartford, CT 06115

United States

Legal Entity Type: Corporation

State or Country of Incorporation: Connecticut

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

insurance underwriting services for all types of insurance, insurance administration services, investment services, namely, the investment of funds for others and investment management services, mutual fund investment and management services, financial advisory services

Basis: 1(a)

First Use Date: 2000-04-19

First Use in Commerce Date: 2000-04-19

ADDITIONAL INFORMATION

Section 2(f)

Prior Registration Number(s):

1081312

1155051

1707216

1779195

1798149

1823185

2037286

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2006-08-19 - Section 8 (6-year) accepted & Section 15 acknowledged

2006-08-04 - Case File In TICRS

2006-05-30 - Section 8 (6-year) and Section 15 Filed

2006-05-30 - TEAS Section 8 & 15 Received

2003-06-04 - TEAS Change Of Correspondence Received

2000-11-28 - Registered - Principal Register

2000-08-15 - Allowed for Registration - Principal Register (SOU accepted)

2000-08-01 - Statement of use processing complete

2000-05-22 - Amendment to Use filed

2000-03-07 - Extension 5 granted

2000-01-04 - Extension 5 filed

1999-06-17 - Extension 4 granted

1999-06-17 - Extension 4 filed

1999-02-26 - Extension 3 granted

1999-02-08 - Extension 3 filed

1998-08-12 - Extension 2 granted

1998-07-27 - Extension 2 filed

1998-02-25 - Extension 1 granted

1998-01-20 - Extension 1 filed

1997-12-02 - Notice of allowance - mailed

1997-09-09 - Published for opposition

1997-08-08 - Notice of publication

1997-06-25 - Approved for Pub - Principal Register (Initial exam)

1997-05-27 - Communication received from applicant

1997-05-07 - Non-final action mailed

1997-05-01 - Assigned To Examiner

1997-04-29 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

JOHN R GARBER

Correspondent

Hartford Fire Insurance Company

Corporate Law Department

Trademark Unit

Hartford Plaza

Hartford CT 06115

Phone Number: 860 547-3612

Fax Number: 860 723-4515

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Serial Number: 78308937 [Assignment Information](#)

[Trademark Document Retrieval](#)

Registration Number: 3276096

Mark (words only): HARTFORD LIFE INSTITUTIONAL FUNDING

Standard Character claim: No

Current Status: Registered.

Date of Status: 2007-08-07

Filing Date: 2003-10-03

Transformed into a National Application: No

Registration Date: 2007-08-07

Register: Principal

Law Office Assigned: LAW OFFICE 110

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 650 -Publication And Issue Section

Date In Location: 2007-07-02

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. HARTFORD FIRE INSURANCE COMPANY

Address:

HARTFORD FIRE INSURANCE COMPANY
CORP. LAW- TECH/IP- TRADEMARK UNIT HARTFORD PLAZA
HARTFORD, CT 06115
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Connecticut

Phone Number: 860-547-3612

Fax Number: 860-723-4515

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

FINANCIAL SERVICES IN THE NATURE OF MUTUAL FUND INVESTMENT

Basis: 1(a)

First Use Date: 2006-05-05

First Use in Commerce Date: 2006-05-05

ADDITIONAL INFORMATION

Disclaimer: "LIFE INSTITUTIONAL FUNDING"

Section 2(f), in part, as to "HARTFORD"

Prior Registration Number(s):

2248990

2249001

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2007-08-07 - Registered - Principal Register

2007-05-22 - Law Office Registration Review Completed

2007-05-22 - Assigned To LIE

2007-05-07 - Allowed for Registration - Principal Register (SOU accepted)

2007-05-07 - Statement of use processing complete

2007-02-07 - Amendment to Use filed

2007-02-07 - TEAS Statement of Use Received

2006-09-06 - Extension 4 granted

2006-07-31 - Extension 4 filed

2006-07-31 - TEAS Extension Received

2006-03-17 - Extension 3 granted

2006-02-28 - Extension 3 filed

2006-02-28 - TEAS Extension Received

2005-09-15 - Extension 2 granted

2005-09-01 - Extension 2 filed

2005-09-01 - TEAS Extension Received

2005-03-29 - Extension 1 granted

2005-03-01 - Extension 1 filed

2005-03-01 - TEAS Extension Received

2004-09-07 - Notice of allowance - mailed

2004-06-15 - Published for opposition

2004-05-26 - Notice of publication

2004-04-22 - Approved for Pub - Principal Register (Initial exam)

2004-04-16 - Examiners amendment e-mailed

2004-04-12 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

HARTFORD FIRE INSURANCE COMPANY
CORPORATE LAW DEPARTMENT
HARTFORD PLAZA
HARTFORD, CT 06115
Phone Number: 860-547-3612
Fax Number: 860-723-4515

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Ramani Ayer - Chairman and Chief Executive Officer The Hartford Financial Services Group, Inc.
- [Hartford Life's Four-Point Plan, A Blueprint for Growth](#)
Tom Mara - President and Chief Operating Officer, Life Operations
- [U.S. Wealth Management Update & Outlook](#)
John Walters - President, U.S. Wealth Management Group, Life Operations
- [Defined Benefit Solutions](#)
Steve Joyce - Senior Vice President and Director, Institutional Solutions Group, Life Operations
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Bill Meaney - Managing Director, Insurance Portfolio Management Group
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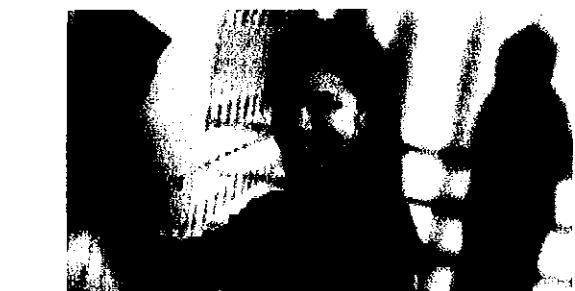
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Whois

Whois: Domain Name Search

Enter a Domain Name:

e.g. [moniker.com](#)

The domain **institutionalhartfordlife.com** is [not available] [This name may be for sale - Make an unsolicited offer]

Whois data for: [institutionalhartfordlife.com](#)

Whois Server Version 1.3

Domain names in the .com and .net domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information.

Domain Name: INSTITUTIONALHARTFORDLIFE.COM
 Registrar: MONIKER ONLINE SERVICES, INC.
 Whois Server: whois.moniker.com
 Referral URL: <http://www.moniker.com/whois.html>
 Name Server: DNS1.CNOMY.COM
 Name Server: DNS2.CNOMY.COM
 Status: clientTransferProhibited
 Status: clientUpdateProhibited
 Status: clientDeleteProhibited
 Updated Date: 25-jun-2007
 Creation Date: 06-jul-2005
 Expiration Date: 06-jul-2008

>>> Last update of whois database: Wed, 31 Oct 2007 08:39:40 UTC <<<

NOTICE: The expiration date displayed in this record is the date the registrar's sponsorship of the domain name registration in the registry is currently set to expire. This date does not necessarily reflect the expiration date of the domain name registrant's agreement with the sponsoring registrar. Users may consult the sponsoring registrar's Whois database to view the registrar's reported date of expiration for this registration.

TERMS OF USE: You are not authorized to access or query our Whois database through the use of electronic processes that are high-volume and automated except as reasonably necessary to register domain names or modify existing registrations; the Data in VeriSign Global Registry Services' ("VeriSign") Whois database is provided by VeriSign for information purposes only, and to assist persons in obtaining information about or related to a domain name registration record. VeriSign does not guarantee its accuracy. By submitting a Whois query, you agree to abide by the following terms of use: You agree that you may use this Data only for lawful purposes and that under no circumstances will you use this Data

to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail, telephone, or facsimile; or (2) enable high volume, automated, electronic processes that apply to VeriSign (or its computer systems). The compilation, repackaging, dissemination or other use of this Data is expressly prohibited without the prior written consent of VeriSign. You agree not to use electronic processes that are automated and high-volume to access or query the Whois database except as reasonably necessary to register domain names or modify existing registrations. VeriSign reserves the right to restrict your access to the Whois database in its sole discretion to ensure operational stability. VeriSign may restrict or terminate your access to the Whois database for failure to abide by these terms of use. VeriSign reserves the right to modify these terms at any time.

The Registry database contains ONLY .COM, .NET, .EDU domains and Registrars.

Extended data: whois.moniker.com

Moniker Whois Server Version 2.0

The Data in Moniker's WHOIS database is provided for information purposes only, and is designed to assist persons in obtaining information related to domain name registration records.

Moniker does not guarantee its accuracy.

By submitting a WHOIS query, you agree that you will use this Data only for lawful purposes and that, under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (2) enable high volume, automated, electronic processes that apply to Moniker (or its systems). Moniker reserves the right to modify these terms at any time. By submitting this query, you agree to abide by this policy.

Domain Name: INSTITUTIONALHARTFORDLIFE.COM

Registrant [6999]:
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US

Administrative Contact [6999]:
Domain Administration whoisdatashield@gmail.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.15619354791

Billing Contact [6999]:
Domain Administration whoisdatashield@gmail.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach
FL
33069
US
Phone: +1.15619354791

Technical Contact [6999]:
Domain Administration whoisdatashield@gmail.com
Moniker Privacy Services
20 SW 27th Ave.
Suite 201
Pompano Beach

FL
33069
US
Phone: +1.15619354791

Domain servers in listed order:

DNS1.CNOMY.COM
DNS2.CNOMY.COM

Record created on: 2005-07-06 00:00:00.0
Database last updated on: 2007-06-25 06:24:16.857
Domain Expires on: 2008-07-06 04:11:25.0

Our Whois Domain Name Search lets the public lookup the owner (the "registrant") of a particular domain name. Some of the Whois information is maintained by Moniker (the "domain name registrar"), some is maintained by the "domain registry". Access to Moniker's Whois information is for informational purposes only and makes Whois domain name information available "as is," and does not guarantee its accuracy. The compilation, dissemination or other use of Moniker's Whois information in its entirety, or a substantial portion thereof, is expressly prohibited without the prior written consent of Moniker Online Services, LLC. By accessing and using our Whois Domain Name Search, you agree to these terms.

To use Whois Domain Name Search for domain availability, simply type in the domain name you are looking for. The domain name must be a second-level domain, for example "yourdomain.com". If for some reason, the domain name you are looking for is not available, and you wish to purchase the domain name from the owner, please place a bid on the domain name. You can email with the domain and bid amount to bid@domainsystems.com or contact Moniker toll free at 1-800-842-4444 or send an email at info@moniker.com for more information on our domain name after market services.

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EXHIBIT F

WHOIS 

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 Email: support@moniker.com

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 Help

REGISTRATION AGREEMENT

For domain escrow terms, please click [here](#)

For domain appraisal terms, please click [here](#)

MONIKER REGISTRATION AGREEMENT (REGISTRAR SERVICES)

MONIKER ONLINE SERVICES, LLC / MONIKER IS AN ACCREDITED REGISTRAR WITH THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN") FOR VARIOUS GENERIC TOP-LEVEL DOMAIN NAMES INCLUDING .COM, .NET, .ORG, .INFO, AND .BIZ ("TLD'S").

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY (THE "UDRP"), AS AMENDED FROM TIME TO TIME, WHICH IS HEREBY INCORPORATED AND MADE A PART OF THIS AGREEMENT BY REFERENCE FOR ALL TLD DOMAIN NAME REGISTRATIONS OR RENEWALS.

1. INTRODUCTION

This AGREEMENT between Moniker Online Services, LLC Inc. (hereinafter referred to as "Moniker") and Account Holder (hereinafter referred to as "Client", "you" and "your")

WHEREAS Moniker provides the services including but not limited to Domain Name Registration Service, DNS Services, Domain Sales & Escrow Services, Domain Traffic Monitoring & Monetization Services, Web Hosting, Email Service, and File Upload Service (the "Services"); and

WHEREAS Client desires to subscribe to the Service(s) on the terms and conditions contained herein;

By selecting Moniker's service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Moniker service(s) or to modify or cancel your Moniker service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Any acceptance of your application(s) for our services and the performance of our services will occur at the location of our principal place of business in Pompano Beach, Florida.

2. SECURITY

When you register a domain name with us through our e-mail, web, or wholesale application process, you are responsible for selecting and continuously managing your password and security settings to protect your domain name registration records (including your contact records and host records) from unauthorized changes.

Client is entirely responsible for maintaining confidentiality of the password and account security settings; all consequences of voluntary disclosure of password and account information; any and all activities that occur under Client's account.

3. FEES, PAYMENT AND TERM OF SERVICE

As consideration for the services you have selected, you agree to pay Moniker the applicable service(s) fees set forth on our Web site at the time of your selection unless otherwise contracted. All fees are due immediately and are non-refundable, including the pre-funding of your account. Initial domain name registrations & services and domain name registrations & services that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, or be modified in any way, including modifications to request Moniker to affect the domain name record to provide domain name services. Domain name registrations & services in an unpaid status will be manually or automatically deleted at any time. Moniker may take all remedies available to collect fees owed including using your credit card/cards on file, funds in your account, or assume ownership of your domain names if they are in unpaid status. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that you may not transfer your domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration or change of ownership with us. We will attempt to provide you notice by email and/or phone call, to the listed account contacts prior to the renewal date of your domains. You agree that if you paid by credit card for any services provided hereunder, Moniker is authorized, but not obligated, to automatically charge your credit card and renew the applicable service(s) on or before their renewal date using the credit card information you have provided to us, unless you have notified us (as provided herein) that you do not wish to participate in our automatic renewal process. You may "opt out" of our automatic renewal process in accordance with the instructions on our Web site and email forms. You are solely responsible for the credit card information you provide to Moniker and must promptly inform Moniker of any changes thereto (e.g., change of expiration date or account number, security code, or billing address). In addition, you are solely responsible for ensuring the services are renewed. Moniker shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

4. ACCURATE INFORMATION

As further consideration for the Moniker service(s), you agree to:

Provide certain true, current, complete and accurate information about you as required by the application process; and maintain and update this information as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account, legal matters, and our services. Our privacy statement, located on our Web site at <http://www.moniker.com/help/privacy.jsp> and incorporated herein by reference sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We may or may not post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. You represent

and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to:

- a. the purposes for which such third party's personal data has been collected,
- b. the intended recipients or categories of recipients of the third party's personal data,
- c. which parts of the third party's data are obligatory and which parts, if any, are voluntary; and
- d. how the third party can access and, if necessary, rectify the data held about them.

You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such license upon request by any person who provides reasonable evidence of actionable harm. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the domain name system, you hereby grant to Moniker the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

- a. the domain name(s) registered by you;
- b. your name and mail address;
- c. the name(s), mail address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical and administrative contacts for your domain name(s);
- d. the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s);
- e. the corresponding names of those nameservers;
- f. the original creation date of the registration; and
- g. the expiration date of the registration.

We, as are all accredited domain name registrars, are also required to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

a. Disclosure and Use of Information

You acknowledge and agree that, pursuant to Moniker.com's Privacy Policy (please click here to see Moniker.com's Privacy Policy), Moniker.com may make available information you provide or that we otherwise maintain, to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available, some or all of such information: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and (v) to protect the rights, property, or safety of Moniker.com, our users, or others, whether during or after the term of your use of the Service.

You further acknowledge and agree that Moniker.com may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws. One of the ways that Moniker.com may make some or all of the information you provide available to the public or third parties is by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with Moniker.com. Please click here to refer to Moniker.com's bulk WHOIS data policies and click here if you would like your WHOIS information made available for bulk access. Moniker.com reserves the right to discontinue providing bulk WHOIS data access to third parties.

You hereby consent to any and all such disclosures and use of, guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by Moniker.com.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Moniker.com will take reasonable precautions to protect the information it obtains from you from loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. Moniker.com will have no liability to you or any third party to the extent such reasonable precautions are taken.

b. Communications

You acknowledge and agree that communications with Moniker.com are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of Moniker.com

5. MODIFICATIONS TO AGREEMENT

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

- a. revise the terms and conditions of this Agreement; and/or
- b. change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on Moniker's Web sites, or upon notification to you by e-mail or mail.
- c. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or mail addressed as follows, Attention: Registrar Business Affairs, 20 SW 27th Ave. Suite 201, Pompano Beach, Florida 33069. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees unless they are owed to us for any expired services that are in unpaid status. By continuing to use Moniker's services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by;
- d. any agent, representative or employee of any third party that you may use to apply for our services; or
- e. on information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Moniker is authorized to alter or amend the terms and conditions of this Agreement.

6. GRACE PERIOD; IP ADDRESS CHANGES; RENEWAL AND TRANSFER OF EXPIRED DOMAIN NAMES ON YOUR BEHALF.

Click here to review the Domain Deletion and Auto-Renew Policy

You agree that we may, but are not obligated to, allow you to renew your domain name after its expiration date has passed. You agree that after the expiration date of your domain name registration and before it is deleted or renewed, we may direct your domain name to an IP address designated by us, including,

without limitation, to an IP address which hosts a parking, under construction, or other temporary page that may include promotions and advertisements for, and links to, Moniker's Web site, Moniker product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines and/or advertisements, and you agree that we may place our contact information in the WHOIS output for the expired domain name. Should you not renew your domain name during any applicable grace period, you agree that unless you notify us to the contrary we may, in our sole discretion, renew and transfer the domain name to our control, or a third party on your behalf (such a transaction is hereinafter referred to as a "Post Term Renewal and Transfer"), and your failure to so notify us after the domain name expiration date shall constitute your consent to such a Post Term Renewal and Transfer. In the event we are able to identify such a third party and effectuate such a Post Term Renewal and Transfer, we may notify you via email after the transaction is completed. Additionally, in our discretion, you may be eligible to receive a portion of the Net Proceeds received by us as a result of a Post Term Transfer of your domain name. These Net Proceeds will be added to your account and are to be used for Moniker related services only. For purposes of this paragraph, "Net Proceeds" shall mean the total fees paid to us by another party or our third party vendor as a result of a Post Term Renewal and Transfer, less any registry fees, credit card charge-backs, processing and check fees, and other costs or fees associated with the Post Term Renewal and Transfer of the domain name. If we do pay you a portion of the Net Proceeds, they will be added to your Moniker account to be used for domain related services only. You agree that we shall have no obligation to pay you, and you shall have no right to receive, any percentage of the Net Proceeds unless, within ninety (90) days after the date of our notification to you, you first provide us with the name, address and related information requested by us (including, but not limited to, a Form W-9, if applicable) in our notification. We cannot guarantee, and we make no representation or promise, that any Post Term Renewal and Transfer will occur with respect to your domain name or that we will pay you any Net Proceeds.

7. NEW CUSTOMERS THROUGH A BACKORDER SERVICE.

Click here to review the Domain Deletion and Auto-Renew Policy

If you are registering a domain name through a backorder service and that domain name was registered with, and not yet deleted by, Moniker at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date, (not the date in which you took control of the domain name) for the domain name immediately prior to your purchase, as the registration is the result of a Post Term Renewal and Transfer. If you are registering a domain name through a backorder service and the domain name was not registered with Moniker at the time of your purchase but was deleted by the applicable top-level domain registry at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the date it is initially registered with Moniker or another registrar by the provider of the backorder service.

8. MODIFICATIONS TO YOUR ACCOUNT

In order to change any of your account information with us, you must use your Account Number or User Name and the Password. Please safeguard your Account Number and Password from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your Account Number or Password.

9. DOMAIN NAME DISPUTE POLICY

If you reserved or registered a domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. You also agree to submit to proceedings commenced under the Uniform Domain Name Dispute Resolution Policy ("UDRP") and that these may be modified from time to time. The current version of this dispute policy may be found at our Web site: <http://www.moniker.com/help/disputepolicies.jsp>. Please take the time to familiarize yourself with that policy.

10. DOMAIN NAME DISPUTE POLICY MODIFICATIONS

You agree that we, in our sole discretion, may modify our dispute policy. We may post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

11. DOMAIN NAME DISPUTES

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with another registrar, a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until we are directed to do so by the judicial or administrative body, or we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the court by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration and may move such domains into our disputed domain account at Moniker. The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

12. AGENTS

You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the dispute policy. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund fees paid by you or your agent on your behalf for any reason, including, but not limited to, in the event that your agent fails to comply with the terms and conditions of this Agreement, your agent incorrectly provides information in the application process or if your agent changes or otherwise modifies your domain name record incorrectly.

13. NOTICES AND ANNOUNCEMENTS

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters. If you do not wish to receive bulk email solicitation notices or announcements please send us an email at support@moniker.com.

14. EXCLUSIVE REMEDY

You agree that our entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to any Moniker service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Moniker and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Moniker services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

loss or liability resulting from access delays or access interruptions;

loss or liability resulting from data non-delivery or data mis-delivery;

loss or liability resulting from acts of God;

loss or liability resulting from the unauthorized use or misuse of your Account Number, Password or security authentication option;

loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement;

loss or liability relating to the deletion of or failure to store e-mail messages;

loss or liability resulting from the development or interruption of your Website;

loss or liability from your inability to use our dot com mail service;

loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agents failure to pay any fees, including the initial registration fee or re-registration fee; or

loss or liability as a result of the application of our dispute policy.

15. INDEMNITY

You agree to release, indemnify, defend and hold Moniker, in our capacities as the registry and a registrar, and the applicable registry for any top-level domain in which you are applying for services hereunder, and any of our or their contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the Moniker services provided hereunder, your domain name registration, or your use of the Moniker services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

You agree to defend, indemnify and hold harmless Moniker Online Services, LLC and Moniker Online Services, Inc., its affiliates and business partners, and any applicable domain name registry, including without limitation VeriSign, Inc., Afilias Limited, NeuLevel, Inc., NeuStar, Inc., SITA and Public Interest Registry, and their respective subsidiaries and affiliates, and the directors, officers, employees and agents, subcontractors and shareholders of each of them, from and against any and all claims, actions, losses, damages, expenses and costs, including reasonable attorneys' fees and expenses, arising out of or relating to (i) your domain name registration, (ii) any breach by you of this Agreement, including the Dispute Policy, or (iii) any third party claim, action, or demand related to your domain name or the use thereof. This indemnification obligation shall survive the termination or expiration of the registration agreement.

If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name registration.

16. ADDITIONAL REGISTRY REQUIREMENTS

The following provisions apply to any domain names that you register through Moniker in the relevant registry(ies).

(.INFO) With respect to any registration of a .INFO second level domain name, you agree to the following terms:

You consent to the use, copying, distribution, publication, modification, and other processing of your Personal Data by Afilias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.

You agree to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification by Afilias in its discretion.

You agree to immediately correct and update the registration information for the .INFO registered domain name during registration term for such domain name; failure to correct this information shall constitute a breach of this Agreement.

You acknowledge that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a given domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Moniker and Afilias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that either shall deem necessary, in its discretion, to protect the integrity and stability of the .INFO registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Moniker and/or Afilias as well as their affiliates, subsidiaries, officers, directors and employees. Moniker and Afilias also reserve the right to lock a domain name during resolution of a dispute.

17. BREACH

You agree that your failure to abide by any provision of this Agreement, any Moniker operating rule or policy, the dispute policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the contact details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other Moniker service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

18. NO GUARANTEE

You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

19. REPRESENTATIONS AND WARRANTIES

You agree and warrant that:

the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Moniker

service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time;

to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;

you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;

you have selected the necessary security option(s) for your domain name registration record; and

you are of legal age to enter into this Agreement.

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

20. DISCLAIMER OF WARRANTIES

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR DOT COM MAIL SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR DOT COM MAIL SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR DOT COM MAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

21. REVOCATION

You agree that we may terminate your contractual right to use our service(s) if the information that you are obligated to provide to register your domain name or register for other Moniker service(s), or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services. Furthermore, you agree that we may suspend, cancel or transfer your domain name registration services in order to: (i) correct mistakes made by us or the registry in registering your chosen domain name, or (ii) to resolve a dispute under our dispute policy. We will not refund any fees paid by you if we terminate your services.

22. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register your chosen domain name or register you for other Moniker service(s), or to delete your domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your domain name or register you for other Moniker service(s), or we delete your domain name or other Moniker service(s) within five (5) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, the deletion of your domain name or refusal to register you for other Moniker service(s).

23. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

24. ENTIRETY

You agree that this Agreement, the rules and policies published by us, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the dispute policy and the privacy statement supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

25. TRANSFER AND ASSIGNMENT

You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions found at: <http://www.moniker.com/help/dtc.jsp>, incorporated herein by reference. You understand that you may not transfer your domain to another Registrar until the 61st day after initial registration or transfer of the domain to Moniker, or change of ownership of the domain within the Moniker system. When requesting to transfer your domain to (or from) Moniker to (or from) another Registrar, Moniker must receive authorization by you in advance of such transfer request. This authorization can come in the form of an email from the account holder and/or registrant, or via authorized fax showing proof of ownership of the domain. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total unexpired term of the registration exceed ten (10) years.

You agree to maintain accurate records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which you entered into a contract for registration services.

Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

26. GOVERNING LAW

This Agreement is governed by and construed in accordance with the applicable laws of the State of Florida and the federal laws of the United States. For all matters arising from this Agreement or your use of Moniker's services, including, but not limited to, claims in which your use of our domain name registration services is challenged by a third party, Client and Moniker agree to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Southern District of Florida, Miami Division. If there is no jurisdiction in the United States District Court for the Southern District of Florida, Miami Division, for any disputes between us under or arising out of this Agreement or your use of Moniker's services, you and we agree that jurisdiction shall be in the courts of Miami-Dade County, Florida. THE PARTIES HEREBY WAIVE ANY RIGHT TO JURY TRIAL WITH RESPECT TO ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Moniker's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Moniker by writing;

Client and Moniker agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

27. LANDING PAGES & PARKING PAGES

All domain names registered through Moniker and/or DomainSystems that are pointed to a "Coming Soon," For Sale, Search, or special Idle Web page which informs visitors that the registrant has recently registered their domain name at Moniker and/or DomainSystems. These Web pages may be modified at any time by Moniker and/or DomainSystems without prior notice to you and may include such things as, without limitation (i) links to additional products and

services offered by Moniker and/or DomainSystems, (ii) advertisements for products and services offered by third-parties, and (iii) an Internet search engine interface. You agree that DomainSystems and/or Moniker has the right to point names as set forth herein without compensation or remuneration to you. If for any reason you do not wish to have the domain name you have registered pointed to a Coming Soon, For Sale, Search, or special Idle Web page, please notify our Customer Support team at support@moniker.com and/or DomainSystems, or use Moniker and/or DomainSystems's Domain Manager utility to forward your domain to another location.

28. PROHIBITED CONDUCT

You agree that the following is a non-exclusive list of actions that are not permitted:

the uploading, posting or otherwise transmitting of any content on our Web Site that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

the impersonation of any person or entity, including, but not limited to, a Moniker official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

the uploading, posting or other transmittal of any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

the uploading, posting or other transmittal any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

the uploading, posting or other transmittal of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

the uploading, posting or other transmittal of any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

"stalking" or otherwise harassing another;

collecting or storing personal data about other users;

promoting or providing instructional information about illegal activities, promoting physical harm against any group or individual, or promoting any act of cruelty to animals.

29. AGREEMENT TO BE BOUND

By applying for a Moniker service(s) through our online application process or by applying for and registering a domain name as part of our web or e-mail template application process or by using the service(s) provided by Moniker under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Moniker, at any time. These terms will continue to apply to all past use of the Service(s) by You, even if You are no longer using the Service(s). You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these terms. You agree that upon termination or discontinuance for any reason, Moniker may delete all information related to You on the Service and may bar Your access to and use of the Service.

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and Indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Moniker, being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement. (3.8.3)

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar; (3.8.2)

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)

Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration. (3.8.7)

Acknowledge and agree that the Registry and Registry Services Provider, acting in concert with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of

the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtd.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtd.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

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